



622 Third Avenue, Suite 600

New York, NY 10017

(P) 212-767-0707 // (F) 844-466-0560

		Settlement Date:	June 5, 2024
		Title Number:	GA-3549-NY-24
PARTIES:			
Buyer: Madison 29 Holding LLC c/o Sunlight Development 135-25 Northern Boulevard, 2nd Floor Flushing, NY 11354		Seller: Legal 1031 Exchange Services, LLC, as Qualified Intermediary for Ninety-Five Madison Company, L.P., under Exchange No. 5195479-X-NY-QI-LGL 95 Madison Avenue, Suite 609 New York, NY 10016	
Lender: S3 Lender MA LLC		ESCROW AGENT: Stewart Title Insurance Company 2 Grand Central Tower 140 East 45th Street, 33rd Floor New York, NY 10017	
ADDRESS: 89-95 Madison Avenue New York, NY 10016			

Purchase Price:		BUYER CREDITS/DEBITS	SELLER CREDITS/DEBITS
Purchase Price		\$ 65,000,000.00	\$ 65,000,000.00
Credits to Seller:			
2nd half Real Estate Taxes 6/3/24 - 6/30/24		\$ (116,080.12)	\$ 116,080.12
2nd half Mall Tax 6/3/24 - 6/30/24		\$ (1,877.21)	\$ 1,877.21
Fuel Reading		\$ (15,296.62)	\$ 15,296.62
Adjournment Fee		\$ (27,500.00)	\$ 27,500.00
Credits to Buyer:			
Water Charges 5/8/24 - 6/2/24		\$ 195.89	\$ (195.89)
Total Adjustments		\$ (160,558.06)	\$ 160,558.06

Total Due To Seller/From Buyer:	\$ 65,160,558.06	\$ 65,160,558.06
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Lender Sources: Acquisition Loan		\$ 50,000,000.00	
TOTAL LENDER SOURCES		\$ 50,000,000.00	
Lender Netted Fees:			
Total Lender Netted Fees		\$ -	
Lender Total Wire to Escrow		\$ 50,000,000.00	

Borrower Sources: Madison 29 Holding LLC Madison 29 Holding LLC Madison 29 Holding LLC Stewart Title Insurance Company - Deposit Interest S3 Global Multi-Strategy	2/21/24 4/11/24 5/7/24 6/5/24 6/5/24	\$ 4,710,000.00 \$ 50,000.00 \$ 1,570,000.00 \$ 16,882.82 \$ 9,561,209.20	
TOTAL BORROWER SOURCES		\$ 15,908,092.02	

Third Party Expenses:	Invoice #	BUYER:	SELLER:
Gotham Abstract & Settlement, LLC	\$ 217,296.13	\$ 130,572.38	
Madison Avenue Servicing LLC	\$ 17,068,697.33		
Christodoulou & Lau, P.C.			
Stewart Title Insurance Company	\$ 20,000.00		
Seyfarth Shaw LLP	\$ 2,500.00		\$ 2,450.00
Glenn Agre Bergman & Fuentes LLP			\$ 349,821.79
Windels Marx Lane & Mittendorf, LLP			\$ 500,000.00
Rosenberg Estis			\$ 210,245.74
Gruber Palumberi Raffaele Fried, CPA's P.C.			\$ 111,702.00
Boies Schiller			\$ 150,000.00
Two Bins Capital	\$ 400,000.00		
Ninety-Five Madison Company LP Debtor in Possession Case # 21-10529			\$ 251,350.60
Andamio Scaffolding LLC			\$ 2,123.06
Acram Group			\$ 48,649.41
Clifton Budd & Demaria LLP			
Wachtel Missry LLP	\$ 1,030.00		
Madison 29 Holding LLC	\$ 106,309.00		
Legal 1031 Exchange Services, LLC, as Qualified Intermediary for Ninety-Five Madison Company, L.P., under Exchange No. 5195479-X-NY-QI-LGL	\$ 398.83		
Total Third Party Expenses			\$ 46,334,945.75
TOTAL DUE FROM/TO BUYER/SELLER		\$ 0.00	\$ -

SIGNATURE PAGE TO FOLLOW ON SEPARATE SHEET

The undersigned hereby certify that they have carefully reviewed this Closing Statement and they approve and agree to the payment of all fees, costs, and expenses. Furthermore, all parties hereby authorize and direct Gotham Abstract & Settlement LLC to make disbursements pursuant to this Closing Statement.

All parties hereby agree that in the event mathematical errors, in this Closing Statement, are discovered by either party or that the underlying information upon which the statements are based was in error, then the parties shall appropriately adjust for such errors by post-closing remittances based on requests made by either party subsequent to Closing.

This Closing Statement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. An executed counterpart of this Closing Statement may be delivered by facsimile transmission or electronic mail and any executed counterpart so delivered shall be deemed to be an original for all purposes.

Faith Graf

Madison 29 Holding LLC

By:

**Legal 1031 Exchange Services, LLC, as Qualified
Intermediary for Ninety-Five Madison Company, L.P.,
under Exchange No. 5195479-X-NY-QI-LGL**

Read and Approved By:

Exchanger: Ninety-Five Madison Company, L.P.

By: Michael Sklar Management LLC, its general partner

By: _____

READ AND APPROVED BY:

**NINETY-FIVE MADISON COMPANY,
L.P., a New York limited partnership**

By: Michael Sklar Management LLC,
its general partner

By: 
Name: Michael Sklar
Title: Sole Member

By: Sharan Sklar, Management LLC,
its general partner

By: 
Name: Sharan Sklar
Title: Sole Member

READ AND APPROVED BY:

**NINETY-FIVE MADISON COMPANY,
L.P., a New York limited partnership**

By: Michael Sklar Management LLC,
its general partner

By: _____
Name: Michael Sklar
Title: Sole Member

By: Sharan Sklar, Management LLC,
its general partner

By: 
Name: Sharan Sklar
Title: Sole Member

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Madison 29 Holding LLC

By: Linzhong Zhou
Manager

Ninety-Five Madison Company, L.P.

By: